

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

<p>MONEY TREE CAPITAL FUNDING, LLC,</p> <p style="text-align: right;"><i>Plaintiff,</i></p> <p style="text-align: center;"><i>-against-</i></p> <p>MONEY TREE CAPITAL MARKETS LLC, a New York limited liability company, MONEY TREE CAPITAL MARKETS LLC, a Delaware limited liability company, and KAMAL MALIK,</p> <p style="text-align: right;"><i>Defendants.</i></p>	
<p>MONEY TREE CAPITAL MARKETS LLC, a New York limited liability company, MONEY TREE CAPITAL MARKETS LLC, a Delaware limited liability company, and KAMAL MALIK,</p> <p style="text-align: right;"><i>Counter- and Third-Party Plaintiffs,</i></p> <p style="text-align: center;"><i>-against-</i></p> <p>MONEY TREE CAPITAL FUNDING, LLC,</p> <p style="text-align: right;"><i>Counter-Defendant,</i></p> <p style="text-align: center;">and</p> <p>KEITH STEIN, IRA SAFERSTEIN, OLIVIER COJOT, TITAN CAPITAL ID, LLC, and ELLINGTON MANAGEMENT GROUP,</p> <p style="text-align: right;"><i>Third-Party Defendants.</i></p>	<p style="text-align: center;">Case No. 22-cv-10084-ER</p> <p style="text-align: center;"><u>[PROPOSED]</u> <u>ESI PROTOCOL</u></p>

IT IS STIPULATED AND AGREED, by and between Plaintiff/Counter-Defendant Money Tree Capital Funding, LLC (“Funding”); Defendants/Counter- and Third-Party Plaintiffs Money Tree Capital Markets LLC, a New York limited liability company (“Markets NY”); Money Tree Capital Markets LLC, a Delaware limited liability company (“Markets DE”), and Kamal Malik (“Malik,” and together with Markets NY and Markets DE, “Defendants”); and

Third-Party Defendants Keith Stein (“Stein”), Ira Saferstein (“Saferstein”), Olivier Cojot (“Cojot”), and Titan Capital ID, LLC (“Titan,” and together with Funding, Stein, Saferstein, and Cojot, the “Funding Parties”), through their counsel, and **IT IS ORDERED** that the following ESI Protocol (the “Protocol”) applies to the discovery of electronically stored information in this action.

I. EMAILS

a. Custodians

1. Markets NY and Markets DE will produce to Funding all responsive email communications, including attachments, in their possession, custody, or control from the following custodians (the “Markets Custodians”):

- Kamal Malik (Kamal@eastonewlt.com and kamalmalik@moneytreecapmkt.com)
- Afzall Malik (afzallmalik@moneytreecapmkt.com)
- Rami Quintanilla (rami@moneytreecapmkt.com and rami@eastonewlt.com)

2. Malik will produce to Funding all responsive email communications, including attachments, in his personal possession, custody, or control.

3. Funding, LLC will produce to Defendants all responsive email communications, including attachments, in the possession, custody, or control of the following custodians (the “Funding Custodians”):

- Keith Stein (kstein@steinlaw-pllc.com)¹
- Ira Saferstein (ira@titancapital.com)

¹ Stein represents that all Stein’s emails concerning this matter have been saved to a “Money Tree” folder, including subfolders, within his kstein@steinlaw-pllc.com email account. And so the collection and review of emails in Stein’s possession, custody, or control will be limited to emails in the “Money Tree” folder, including subfolders.

- Olivier Cojot (ocojot@gmail.com)

4. Stein, Saferstein, and Cojot will produce to Defendants all responsive email communications, including attachments, in their personal possession, custody, or control (from the same email accounts in paragraph three above, and concerning Stein, in accordance with footnote 1 above).

5. Titan will produce to Defendants all responsive email communications, including attachments, in its possession, custody, or control from the following custodians (the “Titan Custodian”):

- Ira Saferstein (ira@titancapital.com) (same as set forth in paragraph three above)

6. Defendants object to Titan’s refusal to identify additional custodians and/or provide a hit report for proposed search terms for other Titan employees or members beyond Ira Saferstein that demonstrates whether or not other custodians may have or not have responsive documents—especially considering Titan undertakes under this Protocol to produce “all responsive email communications” and “all responsive text messages.”

7. Titan represents that Ira Saferstein is the only Titan custodian likely to have responsive documents as he was the only individual from Titan involved in the matters at issue in this lawsuit.

8. The parties retain the right, upon reviewing any productions made by another party in this action or conducting other investigation and discovery, to request that documents from additional non-custodial data sources and custodians be produced. The parties reserve their right to object to any requests for any such production. The parties will meet and confer regarding such request(s) prior to any search or production related thereto.

b. Search Terms

9. Defendants' counsel will review for responsiveness email communications, including attachments, from the Markets Custodians and from Malik, personally, in each case, as described above, that hit on the following terms—regardless of whether it is an email or an attachment that hits on these terms. The terms specified in the attached Exhibit A should be run on all email communications, including attachments, from January 1, 2020 through December 31, 2022.

10. Funding's counsel will review for responsiveness email communications, including attachments, from the Funding Custodians, as described above, that hit on the following terms—regardless of whether it is an email or an attachment that hits on these terms. The terms for those custodians specified in the attached Exhibit B should be run on all email communications, including attachments, from January 1, 2020 through December 31, 2022.

11. Titan's counsel will review for responsiveness email communications, including attachments, from the Titan Custodian that hit on the following terms—regardless of whether it is an email or an attachment that hits on these terms. The terms for that custodian specified in the attached Exhibit B should be run on all email communications, including attachments, from January 1, 2020 through December 31, 2022.

12. Stein, Saferstein, and Cojot's counsel will review for responsiveness email communications, including attachments, from Stein, Saferstein, and Cojot, personally, in each case, as described above that hit on the following terms—regardless of whether it is an email or an attachment that hits on these terms. The terms for those individuals

specified in the attached Exhibit B should be run on all email communications, including attachments, from January 1, 2020 through December 31, 2022.

II. TEXT MESSAGES, WHATSAPP MESSAGES, AND OTHER MESSAGING APPLICATIONS

13. Malik will produce to the Funding Parties all responsive text messages (including, without limitation, SMS messages and iMessages) and WhatsApp messages in his personal possession, custody, or control that hit on the following terms, but only to the extent such text messages or WhatsApp messages were to/from/cc/bcc any of the following persons, either individually or collectively, and regardless of whether such text messages or WhatsApp messages include additional or other persons: (i) Stein, (ii) Saferstein, (iii) Cojot, (iv) Anthony Lee, (v) Afzall Malik, (vi) Rami Quintanilla, (vii) Fangzhou Wu, (viii) Sabeen Ahmed, (ix) Tammy Wang, and/or (x) any representative(s) of custodians and/or institutional buyers of any of the Repaid Mortgage Loans and/or the Outstanding Mortgage Loans (as defined in the Amended Complaint (Dkt. No. 112)). When a message hits on one of the following terms, Malik's counsel will review the messages before and after the "hit" message that are necessary to give context to the "hit" message (the "Message Chain"), and will produce this entire Message Chain if any part of it is responsive, regardless of whether the responsive message(s) in the Message Chain hit on the following terms.

- The terms set forth in paragraph six above

14. Stein, Saferstein, and Cojot will produce to Defendants all responsive text messages (including, without limitation, SMS messages and iMessages) and WhatsApp messages in their personal possession, custody, or control that hit on the following terms, but only to the extent such text messages or WhatsApp messages were to/from/cc/bcc any

of the following persons, either individually or collectively, and regardless of whether such text messages or WhatsApp messages include additional or other persons: (i) Stein, (ii) Saferstein, (iii) Cojot, (iv) Malik, (v) Afzall Malik, and/or (vi) Anthony Lee. When a message hits on one of the following terms, Stein, Saferstein, and Cojot's counsel will review the messages before and after the "hit" message that are necessary to give context to the "hit" message (the "Message Chain"), and will produce this entire Message Chain if any part of it is responsive, regardless of whether the responsive message(s) in the Message Chain hit on the following terms.

- The terms set forth in paragraph seven above

III. PRODUCTION FORMAT

15. Emails and their attachments produced in accordance with this Protocol will be produced electronically in the form of single-page, Group IV TIFFs at 300 dpi for black and white images. Color images for any documents (such as photographs) should be JPG at 300 dpi. Each TIFF or JPG image should be named as its corresponding bates number. Original document orientation should be maintained (*i.e.*, portrait to portrait and landscape to landscape). Bates numbers, confidentiality designations, and redactions should be burned into the TIFF image files. TIFF image files should be provided in a self-identified "Images" folder.

16. For each email and attachment produced in accordance with this Protocol, the producing party will provide an extracted text file that corresponds to each TIFF image file and metadata. When no extracted text is available for a file, OCR text files will be provided. These files will be provided as a single text file for each document, not one text file per page. Each file should be named with the beginning bates number that is assigned to its corresponding document, followed by .txt.

17. For each email and attachment produced in accordance with this Protocol, the producing party will provide Concordance-compatible image and data-load files (*i.e.*, .OPT and .DAT files) using standard Concordance delimiters. The first line in each Concordance compatible .DAT file will be the header containing the agreed-upon field names, and each additional line will contain the fielded data for each document. Concordance-compatible image and data load files (*i.e.*, .OPT and .DAT files) will be provided in a self-identified “Data” folder.

18. Text messages (including SMS messages and iMessages), WhatsApp messages, and messages sent through other messaging applications will be produced in RSMF format. Messages from the same Message Chain will be grouped together into single documents, with each document containing messages from a single day.

19. PowerPoint files, Excel files, .CSV files, and other similar spreadsheet files, and audio or video files will be produced in native format (“Native Files”). Native Files will be provided in a self-identified “Natives” directory. Each Native File will be produced with a corresponding single-page TIFF placeholder image, which will contain language indicating that the document is being produced as a Native File. Native Files will be named with the beginning bates number that is assigned to that specific record in the production. A “NativeLink” entry for each spreadsheet will be included in the .DAT load file indicating the relative file path to each native file on the production media. Native Files will be produced with extracted text and applicable metadata fields.

20. For each email and attachment produced in accordance with this Protocol, the producing party will provide the following categories of metadata:

- Beginning Bates Number
- Ending Bates Number

- Beginning Attach Range
- Ending Attach Range
- All Custodians
- Author
- File Name
- To
- From
- Cc
- Bcc
- Email Subject
- Sent Date/Time
- Received Date/Time
- Last Modified Date
- Text Path
- Native Path
- MD5Hash
- Redacted (Y for redacted)
- Confidential Designation

21. The format for date metadata required above will be MMDDYYYY
HH:MM:SS.

22. The producing party will endeavor to deduplicate ESI. Documents will be deduplicated as against the entire population of all custodians commonly represented by a single law firm or set of law firms. The producing party will retain all deduplicated documents for the duration of the action or as agreed and may request production of deduplicated documents for particular custodians by identifying the applicable Bates numbers in writing.

23. To the extent that ESI contains information subject to a claim of privilege or any applicable protection, that ESI may be withheld and the producing party shall include information regarding the basis and justification for withholding such information in a privilege log in accordance with Rule 26 of the Federal Rules of Civil Procedure.

24. In the advent that any privileged information is produced inadvertently, the party discovering the inadvertent disclosure shall immediately contact the producing party, and the parties shall cooperate to return, sequester, or destroy the privileged information pursuant to Federal Rules of Evidence 502(d) and Federal Rules of Civil Procedure 26(b)(5)(B).

IV. DEADLINES FOR ROLLING PRODUCTIONS

20. Production of documents in accordance with this Protocol will be made on a rolling basis.

21. All parties will complete review of approximately half of the documents that are governed by this Protocol and will produce the responsive documents from this review by April 19, 2024.

22. All parties will complete review of substantially all the documents that are governed by this Protocol and will produce the responsive documents from this review by May 10, 2024.

V. SCOPE OF THIS PROTOCOL

23. This Protocol does not apply to electronic documents that are not emails or text messages or communications sent through a messaging app (including, but not limited to, text messages, iMessage, WhatsApp, Facebook Messenger, or other related services) (“Electronic Messages”).

24. This Protocol does not limit or modify any party’s obligation to search its electronic files that are not Electronic Messages for specific, responsive documents. For example, a party that has agreed, or been ordered, to produce its balance sheets must search for these balance sheets in sources other than emails, instant messages, and text

messages—such as a work station drive, share drive, or cloud drive—if the balance sheets can reasonably be expected to be located in these other sources. And a party cannot claim that it did not locate these specific, responsive documents merely because it was not a “hit” after applying the process in this Protocol.

25. Any responsive electronic documents that are not Electronic Messages shall be produced in accordance with Section III of this Protocol.

Exhibit A

Search Terms for Kamal Malik and Rami Quintanilla

Ira
 Saferstein
 “Money Tree Capital Funding”
 MTCF
 “Anthony Lee”
 alee@eastoneequities.com
 warehouse /15 (loan OR lend* OR credit OR facility OR line)
 line /5 (credit OR fund*)
 LOC
 “Signature Bank”
 00001503747770 OR 7770
 (repay* OR repaid) /7 (advanc* OR distrib* OR LOC OR “line of credit”)
 ((pay* OR rate) /5 interest) /15 (Ira OR Oli OR Keith OR “Money Tree Capital Funding” OR
 “line of credit” OR LOC OR agreement OR deal OR arrangement)
 (“14%” OR “14 percent”) /7 (advanc* OR distrib* OR interest)
 “pay down”
 (Verus OR Onslow OR “Angel Oak”) /7 (fund* OR sell OR sold OR clos*)
 custodian /15 (“Wells Fargo” OR “U.S. Bank” OR “US Bank” OR mortgage OR loan)
 (lending OR funding OR credit) /25 facility
 trade /3 confirm*
 box /15 (access OR close OR stop OR discontinue)
 “funding request”
 equity & (Ira OR Oli* OR Keith OR “Money Tree Capital Funding” OR MTCF)
 (Ellington OR Titan) /25 (invest* OR equity OR loan OR lend OR distribution OR represent OR
 behalf OR authoriz*)
 (Ira OR Saferstein) /8 distribution*
 (loan /10 (purchase OR refi* OR buy* OR bought)) AND (Titan OR Ellington)
 (“Angel Oak” OR Onslow OR Verus) & ((wire OR send OR transfer) /10 (us OR me OR MTCM
 OR MTCF))
 Nomura
 fraud* /10 (date OR loan OR transfer OR pay*)
 steal* OR stole*
 20220426000
 20220610000
 20220608000
 20220707000
 20220531000
 20220405003
 20220602001
 20220613000
 20220525000
 20220712000
 20220630000
 20220720000
 20220622000

20220621000
20220706000
2022082300 OR 20220823000
2022090800 OR 20220908000
20220729000
20220802001
20220628000
20220805000
20220725001
2022082400 OR 20220824000
"28 Bowers Drive"
"166 Highland Avenue" OR "166-168 Highland Avenue"
"1017 Plantation Drive"
"10-89 Gipson Street"
"201 S. Sweetwater Cove"
"18619 Le Dauphine Place"
"47 Mapleton Avenue" OR "47 Mapleton Ave"
"130 Union Avenue"
"712 Laconia Avenue" OR "712 Laconia Ave"
"777 N. Ocean Drive"
"21 Myrtle Avenue"
"1356 Straits Turnpike"
"146 N. Main Street"
"66 Claradon Lane"
"28-15 Corporal Kennedy"
"21124 125th Avenue SW" OR "21124 125th Avenue SE"
"2425 East 28th Street"
"137 East Johnson Avenue"
"1601 Putney Road"
"40-32 77th Street"
"134-137 35th Avenue"
"4801 Hylan Blvd"
"64 Vogel Loop"
20210331004
20210924001
20220331001
20220323000
20210819000
20220405000
20220606000
20220505000
20220414000
20220701000
20220518000
20220301000
20220413000

20220216001
20210611000
“224 Kinghorn Street”
“714 59th Street”
“23 Boblee Lane”
“107-21 90th Street”
“507 Bedford Avenue”
“228 Balcom Avenue”
“166-66 22nd Avenue”
“2408 Avenue V”
“807 Wharton Street”
“1515 West Altgeld Street”
“38 Beacon Street”
“3 Vincent Avenue” OR “3 Vincent Ave”
“8015 Golden Given Road E”
“1 Detmer Road”
“168 Avenue P”

Search Terms for Afzall Malik

repay* OR repaid /7 (LOC OR “line of credit”)

trade /3 confirm*

(“Angel Oak” OR Onslow OR Verus) & ((wire OR send OR transfer) /10 (us OR me OR MTCM
OR MTCF))

Nomura

20220426000
20220610000
20220608000
20220707000
20220531000
20220405003
20220602001
20220613000
20220525000
20220712000
20220630000
20220720000
20220622000
20220621000
20220706000
2022082300 OR 20220823000
2022090800 OR 20220908000
20220729000
20220802001
20220628000
20220805000

20220725001
2022082400 OR 20220824000
“28 Bowers Drive”
“166 Highland Avenue” OR “166-168 Highland Avenue”
“1017 Plantation Drive”
“10-89 Gipson Street”
“201 S. Sweetwater Cove”
“18619 Le Dauphine Place”
“47 Mapleton Avenue” OR “47 Mapleton Ave”
“130 Union Avenue”
“712 Laconia Avenue” OR “712 Laconia Ave”
“777 N. Ocean Drive”
“21 Myrtle Avenue”
“1356 Straits Turnpike”
“146 N. Main Street”
“66 Claradon Lane”
“28-15 Corporal Kennedy”
“21124 125th Avenue SW” OR “21124 125th Avenue SE”
“2425 East 28th Street”
“137 East Johnson Avenue”
“1601 Putney Road”
“40-32 77th Street”
“134-137 35th Avenue”
“4801 Hylan Blvd”
“64 Vogel Loop”
20210331004
20210924001
20220331001
20220323000
20210819000
20220405000
20220606000
20220505000
20220414000
20220701000
20220518000
20220301000
20220413000
20220216001
20210611000
“224 Kinghorn Street”
“714 59th Street”
“23 Boblee Lane”
“107-21 90th Street”
“507 Bedford Avenue”
“228 Balcom Avenue”

“166-66 22nd Avenue”

“2408 Avenue V”

“807 Wharton Street”

“1515 West Altgeld Street”

“38 Beacon Street”

“3 Vincent Avenue” OR “3 Vincent Ave”

“8015 Golden Given Road E”

“1 Detmer Road”

“168 Avenue P”

Exhibit B

Search Terms for Keith Stein

1. Kamal
2. Malik
3. @moneytreecapmkt.com
4. @eastonewlt.com
5. @eastoneequities.com
6. Eastone OR “east one”
7. “Money Tree”
8. moneytree
9. MTCAP
10. MTCF
11. MTCM
12. MT
13. MTF
14. “Anthony Lee”
15. Titan
16. Ellington
17. Nomura
18. “Oli!” OR “Cojot”
19. “Ira” OR “Saferstein”
20. 7770
21. “Signature Bank”
22. “Pointe D!” OR 1102
23. “NQM” OR “non qm” OR “non-qm”
24. “Morgan Stanley”
25. “Business purpose lending”
26. “Owner occupied”
27. “Global Bank”
28. “Reps”
29. “ecap!” or “E cap”
30. “Prime pioneer”
31. Aylie OR Aries
32. Yadong
33. Partners!
34. Equity
35. “warehouse line”
36. “operating agreement”
37. Anthony /s loan
38. Tammy
39. “Owen Chi”
40. Custodian
41. Distribution
42. Manager
43. Hathaway
44. “32 E” OR “76th St”
45. Foxwood

46. “Lei Gao”
47. “Fei Gao”
48. Gibbons
49. “loan acquisition fund”
50. 40831
51. FBI
52. 25342
53. “Harrison Yards”
54. “GB shares”
55. “REIT” OR “MBS”
56. “Hair cut”
57. “bad loan”
58. “Eric Jacobs”
59. “Kevin Yu”

Search Terms for Ira Saferstein

1. Kamal
2. Malik
3. @moneytreecapmkt.com
4. @eastonewlt.com
5. @eastoneequities.com
6. Eastone OR “east one”
7. “Money Tree”
8. moneytree
9. MTCAP
10. MTCF
11. MTCM
12. MT
13. MTF
14. “Anthony Lee”
15. Ellington
16. Nomura
17. “Oli!” OR “Cojot”
18. “Keith” OR “Stein”
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30. Aylie OR Aries

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35. “operating agreement”
36. Anthony /s loan
37. Tammy
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46. “Fei Gao”
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53. “GB shares”
54. “REIT” OR “MBS”
55. “Hair cut”
56. “bad loan”
57. “Eric Jacobs”
58. “Kevin Yu”

Search Terms for Olivier Cojot

1. Kamal
2. Malik
3. @moneytreecapmkt.com
4. @eastonewlt.com
5. @eastoneequities.com
6. Eastone OR “east one”
7. “Money Tree”
8. moneytree
9. MTCAP
10. MTCF
11. MTCM
12. MT
13. MTF
14. “Anthony Lee”
15. Titan

16. Nomura
17. "Ira" OR "Saferstein"
18. "Keith" OR "Stein"
19. 00001503747770
20. 7770
21. Signature Bank
22. "Pointe D!" OR 1102
23. NQM" OR "non qm" OR "non-qm"
24. "Morgan Stanley"
25. "Business purpose lending"
26. "Owner occupied"
27. "Global Bank"
28. "Reps"
29. "ecap!" or "E cap"
30. "Prime pioneer"
31. Aylie OR Aries
32. Yadong
33. Partners!
34. Equity
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47. "Fei Gao"
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55. "REIT" OR "MBS"
56. "Hair cut"
57. "bad loan"
58. "Eric Jacobs"
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Search Terms for Titan Capital ID

1. Kamal
2. Malik
3. @moneytreecapmkt.com
4. @eastonewlt.com
5. @eastoneequities.com
6. Eastone OR “east one”
7. “Money Tree”
8. moneytree
9. MTCAP
10. MTCF
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- 48. “Harrison Yards”
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- 53. “Eric Jacobs”
- 54. “Kevin Yu”